IN THE HIGH COURT OF JUDICATURE OF BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGEMENT NO. 248 OF 2004

IN

SUMMARY SUIT NO. 2639 OF 2003

Vijaya Bank .. Plaintiff

versus

Haresh Electricals Engineering

Corporation & ors. .. Defendants

...

Mr.Appu A. Shetty for the plaintiff.

Ms.Shweta Patrawala i/b F.Dinowala for the defendant.

CORAM : D.G. KARNIK,J.

DATED : 11th April 2005.

P.C.:

1. Heard the learned counsel for the plaintiff. The learned counsel for the defendant reports no instructions.

2. The learned counsel for the plaintiff hands in affidavit of service and documents under a compilation. Affidavit and documents are taken on

record and marked Exhibit-A and B respectively.

3. I have perused the plaint and the documents filed on record. The defendant no.1 is a partnership firm and defendant nos.2 and 3 are its partners. The plaintiff granted to the defendant no.1 cash credit facility which was granted to the limit of Rs.2,00,000/-. The defendant no.1 executed in favour of the plaintiff a promissory note and other documents. It borrowed money enjoying the cash credit facility but failed and neglected to make the payment as demanded. As the defendant has not filed any affidavit in reply,, the averments made in the plaint are deemed to be accepted.

4. The plaintiff is entitled to a decree under Order 37 Rule 3(6) of the Code of Civil Procedure.. Hence, Summons for Judgement is made absolute and the suit of the plaintiff is decreed in terms of prayer clause 16(a) of the plaint.

D.G. KARNIK, J